

<p>THE STATE OF ARIZONA, <i>ex rel.</i> THOMAS C. HORNE, the Attorney General, and THE CIVIL RIGHTS DIVISION OF THE ARIZONA DEPARTMENT OF LAW,</p> <p>Plaintiff, and</p> <p>MICHAEL UBOWSKI,</p> <p>Plaintiff,</p> <p>v.</p> <p>ARIZONA SPORTS AND TOURISM AUTHORITY, GLOBAL SPECTRUM, INC., GLOBAL SPECTRUM, L.P., ARIZONA CARDINALS HOLDINGS, INC., ARIZONA CARDINALS FOOTBALL CLUB LLC, ARIZONA CARDINALS PARENT COMPANY LLC, and ARIZONA CARDINALS HOLDING COMPANY LLC,</p> <p>Defendants.</p>	<p><b>SETTLEMENT AGREEMENT</b></p>
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On January 18, 2013, the State of Arizona Attorney General Office's Civil Rights Division of Arizona Department of Law ("ACRD") filed suit against Defendants, Arizona Sports and Tourism Authority, Global Spectrum, Inc. and Global Spectrum, L.P. (collectively, "AZSTA"); and Arizona Cardinals Holdings, Inc., Arizona Cardinals Football Club LLC, Arizona Cardinals Parent Company LLC, and Arizona Cardinals Holding Company LLC (collectively, "Cardinals") in Maricopa County Superior Court, Case No. CV2013-000642. The lawsuit was filed on behalf of Michael Ubowski and the class of similarly-situated aggrieved persons who are deaf or hard of hearing. The ACRD alleged that Defendants violated the Arizonans with Disabilities Act ("AzDA") by failing to provide Open Captioning of aural information during Cardinals games and other events held at the University of Phoenix Stadium. Also on January 18, 2013, Michael Ubowski filed a companion lawsuit in Maricopa County Superior Court, Case

No. CV2013-000499, alleging Defendants' actions violated the AzDA and Title II and Title III of the Americans with Disabilities Act ("ADA"). The cases were consolidated on February 20, 2013. That same day, Defendants removed the consolidated action to the United States District Court, District Court of Arizona, where it was filed under Case No. 2:13-cv-00363 NVW.

The Parties negotiated in good faith to reach a compromise of the disputes between them. The Parties reached an agreement that each believes is in its best interests, will protect the Parties and the public and will further the objectives of the AzDA and the ADA with respect to the provision of Open Captioning in the Stadium as defined below.

The Parties desire to resolve Arizona District Court Case No. 2:13-cv-000363 NVW by entering into this Settlement Agreement rather than face the time, expense and uncertainty of further contested litigation. The Parties acknowledge that this Settlement Agreement is the compromise of disputed claims, that there was no adjudication of any claim, and that the consent to enter into this Agreement does not constitute any admission or proof of fault or liability. Defendants deny all claims alleged by the ACRD and Ubowski. Defendants expressly deny that they violated the AzDA or the ADA in any respect, and deny that they are liable to Plaintiffs on any basis.

#### **RELEASE**

In exchange for Defendants' promises to satisfy the obligations that are expressly set forth in this Settlement Agreement, the ACRD and Ubowski agree to stipulate to the dismissal with prejudice of Arizona District Court Case No. 2:13-cv-000363 NVW within twenty (20) days from the date this Settlement Agreement is executed. Defendants, their agents, employees, successors, assigns and all persons in active concert or participation with the Defendants, are released from any and all civil liability to Ubowski or the ACRD for the subject matter addressed in Arizona District Court Case No. 2:13-cv-000363 NVW. Defendants agree that the ACRD has the right to make

reasonable inquiry and investigation regarding compliance with this Agreement and the right to enforce the Agreement through all available means, including but not limited to the institution of litigation in any court with jurisdiction should Defendants fail to comply with any term of this Agreement.

## **AUXILIARY AIDS AND SERVICES**

1. **Definitions.** For the purposes of this Agreement, the following terms are defined as outlined:

- a. "Arizona Cardinals" means Arizona Cardinals Football Club LLC, d/b/a Arizona Cardinals.
- b. "Cardinals Game" means any Arizona Cardinals home game conducted at the Stadium.
- c. "Open Captioning" means the textual representation of aural information broadcast over the public address system to patrons who are deaf or hard of hearing.
- d. "Stadium" means the Stadium currently known as University of Phoenix Stadium.
- e. "AZSTA Event" means a sporting event identified in paragraph 6, below, conducted at the Stadium at which the Stadium's public address system is utilized.

### ***Cardinals' Agreements***

#### **2. Captioning Cardinals Games.**

a. The Cardinals will provide Open Captioning of all aural information broadcast over the Stadium's public address system during Cardinals Games. The Open Captioning will be displayed on, or adjacent to, the Stadium's two largest videoboards. The color of the background and the color of the font of all Open Captioning will be selected in a manner that will provide a reasonable level of contrast and the colors of any textual information displayed adjacent to the Open Captioning will be selected in a manner that will reasonably limit visual interference. For purposes of the

preceding sentence, it is agreed that Open Captioning presented as yellow or white text on a black background shall constitute a reasonable level of contrast and visual interference shall be reasonably limited if the colors of the Open Captioning are different from the colors of any textual information displayed adjacent to the Open Captioning, provided that nothing in this Agreement shall require the Cardinals to use any particular color scheme. However, no Open Captioning color scheme will provide a level of contrast that is materially lower than the level of contrast provided by yellow or white text on a black background. Existing captioning of upper-case letters is approximately 11 inches high and existing captioning of lower-case letters is approximately 8 inches high. The characters in the Open Captioning will be no smaller than the existing characters. The captions will be provided by captioner(s) certified in at least one of the following designations (or any equivalent designation) by the National Court Reporters Association: Communication Access Realtime Translation ("CART") Provider, Certified Broadcast Captioner, or Certified Realtime Reporter.

b. The Cardinals will operate the Open Captioning during Cardinals Games for seven years after this Agreement becomes effective. The Arizona Cardinals will be responsible for operating the Open Captioning System during Cardinals games.

c. During Cardinals Games, the Arizona Cardinals will provide handheld captioning devices that have the ability to display the captioning presented pursuant to Section 2(a), above, or substantially similar captioning, upon the request of any patron who is deaf or hard of hearing and is unable to view the Open Captioning.

d. The Cardinals agree that video providing spectators with information about emergency and evacuation procedures is and will continue to be open-captioned. The Cardinals also agree that, to the extent the Open Captioning is still able to operate in an emergency, it will be displayed for emergency and evacuation information broadcast over the Stadium's public address system.

**3. Marketing the Availability of Open Captioning at Cardinals Games.** Before the date of the first 2013-2014 preseason Cardinals Game, the Cardinals

will hold an event at the Stadium to highlight the availability of Open Captioning and to demonstrate Open Captioning to interested deaf and hard of hearing fans, including Ubowski. In advance of the event, the Cardinals will make its Vice President, Stadium Operations available for media interviews with reporters from publications whose target audience is the Arizona deaf community and to representatives of organizations with websites or other means of disseminating information of interest to the Arizona deaf community. The list of publications and organizations to be granted such interviews shall be as reasonably agreed by the Cardinals and the ACRD. Such interviews shall occur at a single time and date during regular business hours as reasonably designated by the Cardinals.

**4. Providing Information about the Availability of Captioning at Cardinals Games.** Before the date of the first 2013-2014 preseason Cardinals Game, the Cardinals will reasonably modify and update the Arizona Cardinals' website regarding Open Captioning in the following locations: the A to Z Guide, Disabled Guest Information, and the Guest Assistance Hotlines Statement. The A to Z Guide and Disabled Guest Information pages will be modified to reflect the availability of Open Captioning at the stadium, a description or photo identifying the location of the Open Captioning, and the availability of the closed captioning devices.

**5. Charitable Contributions.** By the first game of the 2013-2014 National Football League season, the Cardinals (and/or Cardinals Charities, an affiliate of the Cardinals) will donate Five Thousand Dollars (\$5,000.00) and twenty (20) tickets to a Cardinals Game of the 2013-2014 National Football League season (game and seat locations to be determined by the Arizona Cardinals in its sole discretion so long as the captions are visible from those seats), to each of the following organizations:

- a. Arizona Blind and Deaf Children's Foundation, Inc.;
- b. Phoenix Day School for the Deaf;
- c. Arizona School for the Deaf (Tucson campus);
- d. Sequoia School for the Deaf and Hard of Hearing; and

- e. Arizona Hands and Voices, Incorporated.

***AZSTA's Agreements***

**6. Captioning AZSTA Events.** For seven (7) years from the effective date of this Agreement, AZSTA will do the following:

- a. To the extent it is within AZSTA's control, AZSTA will provide Open Captioning of all aural information broadcast over the Stadium's public address system during the Tostitos Fiesta Bowl; the Super Bowl; college football games, including national championship games; professional soccer matches, and high school championship games. The Open Captioning will be displayed and provided in accordance with the requirements applicable to Open Captioning at Cardinals games, as set forth in Section 2(a) of this Agreement.

- b. During AZSTA events, and upon request of a patron who is deaf or hard of hearing and cannot view the Open Captioning, AZSTA will at its discretion either offer to relocate the patron to a different vacant seat where the Open Captioning is visible or provide handheld captioning devices that have the ability to display the captioning presented pursuant to paragraph a, above, or substantially similar captioning.

- c. AZSTA also will provide Open Captioning for videos and audio broadcast over the Stadium's public address system that provide emergency and evacuation procedures for spectators at AZSTA Events.

- d. Patrons who wish to request open captioning for an event using the Stadium's public address system not identified in paragraph a, above, should contact AZSTA at least seven (7) business days before an event. However, regardless of when a request is submitted, AZSTA will make a good faith effort to fulfill requests, and AZSTA staff will consult with the individual to determine what aids or services are necessary to provide effective communications in particular situations.

- e. AZSTA will respond to requests for alternate accommodations (not open captioning), including auxiliary aids and services, pursuant to its policies and the physical, electronic, and technological limitations and where a request has been

completed and timely submitted. Patrons who wish to request an alternate accommodation for any event not identified in paragraph a, above, should contact AZSTA at least fourteen (14) days before that event. However, regardless of when a request is submitted, AZSTA will make a good faith effort to fulfill requests, and AZSTA staff will consult with the individual to determine what aids or services are necessary to provide effective communications in particular situations.

**7. Providing Information About Captioning at AZSTA Events.**

AZSTA agrees that within ninety (90) days of the effective date of this Agreement it shall reasonably modify and update the University of Phoenix Stadium's website to create a Disabled Guest Information page that reflects, at a minimum, the availability of open captioning at the Stadium, a description or photo identifying the location of the Open Captioning, any seating locations from which it may be difficult to view the captions and identification of which AZSTA Events are open captioned. As applicable, the website shall also provide the deadline for requesting Open Captioning and alternate accommodations, instructions on doing so, and contact information for making a request for Open Captioning or alternate accommodations by website form, telephone, fax, or email. The Plaintiffs and AZSTA agree that AZSTA's website may be modified, but will maintain the provision that regardless of when a request for an accommodation is submitted, AZSTA will make a good faith effort to fulfill requests, and AZSTA staff will consult with patrons and visitors to determine what aids or services are necessary to provide effective communications in particular situations.

**FUTURE CLAIMS**

For the duration of this Agreement, Ubowski will not assert, file, or prosecute any legal claim that Defendants violated the ADA or the AzDA and the ACRD will not find that Defendants violated the AzDA with respect to the provision of aural information that is broadcast over the Stadium's public address system if the Stadium captioning comports with ¶ 2 of this Agreement with respect to Cardinals Games or with ¶ 6 of this Agreement with respect to AZSTA Events. If the U.S. Department of Justice adopts regulations

interpreting Titles II or III of the ADA that become effective during the term of this Agreement and that result in a higher standard for captioning that is applicable to stadiums,<sup>1</sup> Defendants will either agree to abide by the higher standard or Ubowski's and the ACRD's agreement that they will not claim that Defendants violated the ADA or the AzDA will be of no further force or effect with respect to events that take place after the effective date of such regulations. The ACRD will provide the Respondents with prompt written notice of the adoption of any such regulations.

#### **NON-RETALIATION**

The Defendants will not engage in any discrimination or retaliation of any kind against Ubowski or against any other person because he/she has opposed any practice reasonably believed by him/her to be unlawful under the AzDA, or because he/she has filed a complaint, given testimony or assistance, or participated in any manner in any investigation or proceeding under the AzDA.

#### **MISCELLANEOUS PROVISIONS**

1. The descriptive headings of the paragraphs and subparagraphs of this Settlement Agreement are intended for convenience only, and do not constitute parts of this Agreement.

2. This Settlement Agreement may be executed in two or more counterparts, each of which will be deemed an original, and together will constitute one agreement. Facsimile or .pdf signatures will be deemed originals.

3. This Settlement Agreement will be governed in all respects by the laws of the State of Arizona.

4. This Settlement Agreement may be modified or amended only by means of a written agreement, signed by all the Parties.

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<sup>1</sup> A.R.S. § 41-1492.06(C) requires the Attorney General to periodically review rules promulgated pursuant to the AzDA and amend those rules as needed to achieve consistency with regulations promulgated pursuant to the ADA.



5. This Settlement Agreement contains the entire understanding and agreement between the Parties regarding the matters set forth in it. No representations, warranties, or promises have been made or relied upon by any party, other than those contained in this Settlement Agreement.

6. This Settlement Agreement shall be binding on Defendants and on their agents, employees, successors, assigns and all persons in active concert or participation with Defendants respecting operations at the Stadium.

7. If the ACRD believes that any of the Defendants have violated any portion of this Settlement Agreement, it will raise its concern(s) in writing with such Defendant and the parties will attempt to resolve the concern(s) in good faith. The ACRD will allow such Defendant no less than 30 days from the date it notifies such Defendant of any breach of this Agreement to cure the breach prior to instituting any court action to enforce the terms of the Agreement.

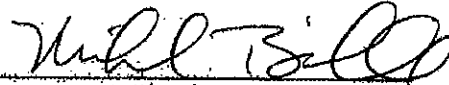
8. The Parties represent that they have read this Settlement Agreement in its entirety and are satisfied that they understand and agree to all its provisions, and represent that they have freely signed this Settlement Agreement without coercion.

9. Each of the Parties represent that they have the power and the authority to execute and deliver this Settlement Agreement and to perform the obligations hereunder, and that each person executing this Settlement Agreement on each Party's behalf has been authorized to sign on behalf of the respective Party and to bind each to the terms of this Settlement Agreement.

10. Except as specifically set forth in this Settlement Agreement, the Parties shall bear their respective attorneys' fees and costs incurred in this action up to the date of this Settlement Agreement. In any action brought to assess or enforce the Cardinals' compliance with the terms of this Agreement, the Court may in its discretion award reasonable costs and attorneys' fees to the prevailing party.

Office Of The Arizona Attorney General  
Civil Rights Division

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
Arizona Cardinals Parent Company LLC  
Arizona Cardinals Holding Company LLC



Rose A. Daly-Robney or  
Chris Carlson  
Assistant Attorneys General

Its President

Date

Date 6/25/13

Arizona Sports and Tourism Authority  
Global Spectrum, Inc.  
Global Spectrum, L.P.

  
Michael Ubowski

June 21, 2013  
Date

Its

Date

Office Of The Arizona Attorney General  
Civil Rights Division

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
Arizona Cardinals Parent Company LLC  
Arizona Cardinals Holding Company LLC

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Rose A. Daly-Rooney or  
Chris Carlsen  
Assistant Attorneys General

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Its \_\_\_\_\_

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Date

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Date

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Michael Ubowski

Arizona Sports and Tourism Authority  
Global Spectrum, Inc.  
Global Spectrum, L.P.

*Tom Sackler / Rick L. Hull*  
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Its *CEO / RUPP & M*

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Date

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Date

*6/24/2013*  
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Date

Office Of The Arizona Attorney General  
Civil Rights Division

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
Arizona Cardinals Parent Company LLC  
Arizona Cardinals Holding Company LLC

Rose A. Daly-Booney  
Rose A. Daly-Rooney or  
Chris Carlsen  
Assistant Attorneys General

6/28/13  
Date

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Its \_\_\_\_\_

\_\_\_\_\_  
Date

Arizona Sports and Tourism Authority  
Global Spectrum, Inc.  
Global Spectrum, L.P.

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Michael Ubowski

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Its \_\_\_\_\_

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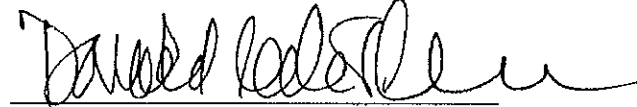
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Arizona Center for Disability Law

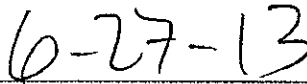
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Cathleen Dooley  
J.J. Rico  
Counsel for Michael Ubowski

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Date

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
Arizona Cardinals Parent Company LLC  
Arizona Cardinals Holding Company LLC



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Donald Peder Johnsen  
Their Attorney



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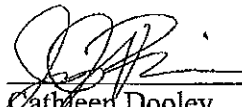
Arizona Sports and Tourism Authority  
Global Spectrum, L.P.  
Global Spectrum, Inc.

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Bruna E. Pedrini  
Their Attorney

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Date

**REVIEWED AND APPROVED FOR CONTENT:**

Arizona Center for Disability Law



Cathleen Dooley  
J.J. Rico  
Counsel for Michael Ubowski

6/21/13  
Date

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
Arizona Cardinals Parent Company LLC  
Arizona Cardinals Holding Company LLC

Donald Peder Johnsen  
Their Attorney

Date

Arizona Sports and Tourism Authority  
Global Spectrum, L.P.  
Global Spectrum, Inc.

Bruna E. Pedrini  
Their Attorney

Date

**REVIEWED AND APPROVED FOR CONTENT:**

Arizona Center for Disability Law

Arizona Cardinals Football Club LLC  
Arizona Cardinals Holdings, Inc.  
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Arizona Cardinals Holding Company LLC

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Cathleen Dooley  
J.J. Rico  
Counsel for Michael Ubowski

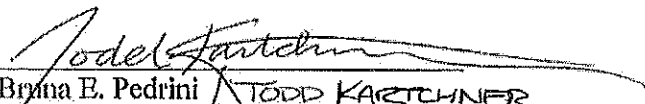
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Donald Peder Johnsen  
Their Attorney

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Date

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Date

Arizona Sports and Tourism Authority  
Global Spectrum, L.P.  
Global Spectrum, Inc.

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Bryna E. Pedrini  
Their Attorney

  
TODD KARTCHNER

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6/24/2013  
Date